

TOWN OF DAVIE

TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Ken Cohen, Acting Town Administrator (954-797-1036)

PREPARED BY: Barbara McDaniel, MMC, Assistant Town Clerk

SUBJECT: Resolution

AFFECTED DISTRICT: Townwide

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, RENEWING AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND DAVID K. SIGERSON, JR. OF ERICKS CONSULTANTS, INC. TO REPRESENT THE TOWN OF DAVIE FOR LEGISLATIVE AND GOVERNMENTAL CONSULTING SERVICES FOR FISCAL YEAR 2006/2007.

REPORT IN BRIEF: The Town of Davie previously entered into an Agreement with David K. Sigerson, Jr. of Ericks Consultants, Inc. to represent the Town of Davie for legislative and governmental consulting services on December 21, 2005. Said prior Agreement has expired and it is the desire of the Town Council and of David K. Sigerson, Jr. of Ericks Consultants, Inc. to enter into a new Agreement for providing such services for an additional twelve (12) month period commencing October 1, 2006.

PREVIOUS ACTIONS: Council approved the following resolutions: R-97-73 (02/19/97), R-97-302 (09/03/97), R-99-146 (04/21/99), R-2000-8 (01/19/00), R-2001-199 (07/18/01), R-2002-264 (10/16/02), R-2003-306 (12/03/03), R-2004-262 (11/17/04), and R-2005-304 (12/21/05)

CONCURRENCES: N/A

FISCAL IMPACT: \$38,000. \$32,000 had been budgeted in account number 001-0103-512.03-06 "Contractual Services" based on the previous agreement.

RECOMMENDATION: Motion to approve resolution

ATTACHMENTS: Resolution, Agreement and Report

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, RENEWING AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND DAVID K. SIGERSON, JR. OF ERICKS CONSULTANTS, INC. TO REPRESENT THE TOWN OF DAVIE FOR LEGISLATIVE AND GOVERNMENTAL CONSULTING SERVICES FOR FISCAL YEAR 2006/2007.

WHEREAS, it is in the best interest of the Town of Davie to obtain a Legislative and Governmental consultant to represent the Town of Davie during the State Legislative Session and matters to be heard by the Broward Legislative Delegation including several projects and areas of interest to the Town that the firm of Ericks Consultants, Inc. can assist and monitor legislation that could effect the Town; and

WHEREAS, the attached Agreement (attached hereto as Exhibit A) provides for consultant services during the Fiscal Year 2006/2007; and

WHEREAS, the expenditure of these funds for this representation will be expensed under the Legislative Services/Miscellaneous Account Number 001-0103-512-0506.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. That the Town of Davie does hereby approve the Agreement between the Town of Davie and David K. Sigerson, Jr. of Ericks Consultants, Inc. as attached in an amount not to exceed \$38,000.00.

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2006

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2006

CONTRACT AGREEMENT

THIS AGREEMENT, made as of this ____ day of November 2006 by and between DAVID K. SIGERSON, JR., Esq. and ERICKS CONSULTANTS, INC., a joint venture (hereinafter "CONSULTANTS") and the TOWN OF DAVIE (hereinafter "the TOWN").

1. IN CONSIDERATION of the sums as herein described and other good and valuable consideration, the receipt and sufficiency thereof is hereby acknowledged, the parties hereto agree as follows:
2. CONSULTANTS shall provide the TOWN with lobbying, consulting and monitoring services before the Florida Legislature and the Broward County Legislative Delegation and each body's respective committees and subcommittees with respect to legislation involving community redevelopment agencies, emergency preparedness, workforce and affordable housing, growth management and transportation policy reform, water and wastewater policy and regulation, economic development, municipal code enforcement, property and casualty insurance rate reform, utilities and communications (authority, fees and rights of way), local bills and issues relating to any proposal to annex Broadview Park, state appropriations and project approval process and grants, state agency representation as specifically assigned, and other matters as assigned by the Town Administrator or Town Council. In addition, CONSULTANTS shall assist the Mayor, Council and Town Administrator with and in setting up appropriate meetings and appointments with state and local decision makers in the furtherance of the TOWN'S Local and State Legislative Agenda.
3. CONSULTANTS shall provide periodic reports to the Town Administrator, Mayor and Council as to the status and progress of the various issues and projects as assigned. In addition, CONSULTANTS shall be available to meet with the Mayor, Council and Town Administrator either as a group or individually to discuss issues, projects and legislative goals of the TOWN.
4. CONSULTANTS shall provide the TOWN with such services for one year beginning October 1, 2006 and continuing for 12 months thereafter and including the 2007 Regular Legislative Session and any Special Legislative Sessions held during that Legislative Session cycle – up to the end of the 12-month period of the contract.
5. The TOWN shall pay CONSULTANTS for such services a total of \$38,000 for the 12-month period of the contract to be paid in equal payments of \$3,166.66 per month upon submission of a statement each month generally describing the activities of the CONSULTANTS on behalf of the TOWN. In order to be paid, monthly statements must be submitted no later than 60 days after the end of each month.
6. Extraordinary expenses incurred by CONSULTANTS must first be approved by the TOWN and shall be invoiced at the time of such expenses. Such expenses shall be limited to travel expenses incurred specifically on behalf of Town business.
7. INDEPENDENT CONTRACTOR: CONSULTANTS are at all times and shall remain Independent Contractors, solely responsible for the manner and method of completing its work under this Agreement.
8. LAWS AND REGULATIONS: CONSULTANTS shall comply with all laws relating to their work under this Agreement.
9. ASSIGNMENT: Neither this agreement nor any duty, interest, or right hereunder shall be assigned by CONSULTANTS without the prior approval of the TOWN.

10. All documents, correspondence, and communication between the TOWN and the CONSULTANTS shall be deemed confidential, except to the extent covered by the Florida Public Records Law.

11. Each CONSULTANT must disclose to the TOWN any and all representations of other clients, whether directly or indirectly, which will be adverse to the interests of the TOWN. If such representation is considered adverse, whether directly or indirectly, by the Town Council, the Town Administrator or the Town Attorney, then the CONSULTANT with such conflict will abstain from representing such other entity or client unless he receives authorization from the TOWN.

12. In the event that a dispute arises between the parties concerning this agreement, the laws of Florida shall apply and such disputes shall be brought in the appropriate court in Broward County, Florida.

13. This agreement may be continued or renewed by the Town Administrator to complete projects assigned by the Town Administrator or the Town Council.

14. This agreement may be terminated by either party upon 90 days written notice.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written.

David K. Sigerson, Jr., Esq.

Town of Davie

BY:

David K. Sigerson, Jr., Esq.
for David K. Sigerson, Jr.
and David L. Ericks,
of Ericks Consultants, Inc
2410 Van Buren Street
Hollywood, Florida 33020

BY:

Tom Truex
Mayor
Town of Davie
6591 Orange Drive
Davie, Florida 33314

David K. Sigerson, Jr.
Attorney at Law
and
Governmental Consultant

2410 Van Buren Street
Hollywood, Florida 33020

Phone: (954) 927-7621
E-mail: DKSigerson2@aol.com

October 24, 2006

Ken Cohen, Acting Town Administrator
Town of Davie
6591 Orange Drive
Davie, Florida 33314

Dear Ken:

On behalf of Dave Ericks (Ericks Consultants, Inc.) and myself, this letter is to request renewal of our continuing agreement to provide governmental consulting services to the Town of Davie (updated contract attached).

During this past year, Dave, Candice and I have worked on the Broadview Park annexation issue including the local annexation bill, and on general annexation reform legislation that passed last Session in Tallahassee. In this regard we worked with the FLC's staff, its Annexation Work Group and various Legislators to insure nothing harmful to the Town's interests was included in that bill. In addition, we worked with FLC staff and other municipal contract lobbyists to protect the Town's interests on a number of Legislative issues, specifically including: community redevelopment agencies, mobile homes, communications and utility franchise issues, disaster preparedness, transportation, growth management reform and preservation of the affordable housing trust fund.

Dave and I worked with council members and Town Staff to assist with the Florida Communities Trust Grant approval process and follow up – which ultimately resulted in 4.9 million for the Davie Farm Park Grant Proposal. We have and continue to monitor the meetings of the Broward Legislative Delegation and the Florida Legislature with regard to the above-mentioned issues and any local bills that might affect the Town of Davie.

For the coming year, we will continue to monitor relevant meetings of the Florida Legislature, the Broward Delegation and the Broward and Florida League of Cities and the Broward County Commission. As mentioned above we will be following various issues that can or will affect the Town including (but not limited to): any legislation harmful to Community Redevelopment Agencies in general and CRA trust fund authority in particular; ad valorem tax reform; property and casualty insurance reform; policy issues and funding levels for the Affordable (and Workforce) Housing Trust Fund; continued legislative funding support for FRDAP; water and waste water policy; growth management and transportation policy reform; utility and communications municipal authority.

We would also plan to present the anticipated legislative issues to the Council for its consideration at a workshop to develop the Town's legislative issues and priorities.

In addition, we will continue working on the Broadview Park annexation issue as needed and will continue assisting the Town with respect to any grant or appropriations request made by the Town.

October 24, 2006

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For these services we are requesting that our contract be renewed at the prior year's fees of \$38,000 for our annual contract.

Dave and I have enjoyed working with you and your staff, and as always, we have enjoyed representing the Town of Davie and working with the Mayor and the Council for the benefit of the residents of the Town. I look forward to continuing our successful relationship.

Sincerely,

David Sigerson, Jr., Esq.

For D.K. Sigerson, Jr. & Dave L. Ericks,

Ericks Consultants, Inc.